

1 KEVIN V. RYAN (CSBN 118321)  
United States Attorney  
2 JOANN M. SWANSON (CSBN 88143)  
Chief, Civil Division  
3 CHINHAYI J. COLEMAN (CSBN 194542)  
JONATHAN U. LEE (CSBN 148792)  
4 Assistant United States Attorneys

5 450 Golden Gate Avenue, Box 36055  
San Francisco, California 94102-3495  
6 Telephone: (415) 436-7073  
7 FAX: (415) 436-6748

8 Attorneys for Defendant, UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 SHENIA CHAVERS,

13 Plaintiff,

14 v.

15 UNITED STATES OF AMERICA,

16 Defendant.  
17  
18

No. C 03-02120 SC  
(Consolidated with C 03-01451 SC)

STIPULATION AND ~~PROPOSED~~  
ORDER APPROVING COMPROMISE  
SETTLEMENT OF CASE C 03-02120

19 IT IS HEREBY STIPULATED by and between Plaintiff Shenia Chavers ("Plaintiff") and  
20 Defendant United States of America, as follows:

21 1. The parties do hereby agree to settle and compromise Shenia Chavers v. United  
22 States, Northern District of California case number C 03-02120, under the terms and conditions  
23 set forth herein.

24 2. Defendant United States of America agrees to pay to Plaintiff Shenia Chavers the  
25 sum of thirteen thousand dollars and no cents (\$13,000.00), which sum shall be in full settlement  
26 and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind  
27 and nature, arising from and by reason of any and all known and unknown, foreseen and  
28 unforeseen, bodily and personal injuries and the consequences thereof, resulting, and to result,

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1 from the same subject matter that gave rise to California Insurance Guaranty Association v.  
2 United States, Northern District of California case number C 03-01451 and Shenia Chavers v.  
3 United States, Northern District of California case number C 03-02110, including any claims for  
4 wrongful death, for which Plaintiff or her heirs, executors, administrators, or assigns, and each of  
5 them, now have or may hereafter acquire against the United States of America, its agencies,  
6 agents, servants, and employees.

7 3. Plaintiff and her heirs, executors, administrators or assigns hereby agree to accept  
8 the sum listed in paragraph 2 in full settlement and satisfaction of any and all claims, demands,  
9 rights, economic losses, and causes of action of whatsoever kind and nature, arising from, and by  
10 reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries  
11 and the consequences thereof, which she may have or hereafter acquire against the United States  
12 of America, its agencies, agents, servants and employees on account of the same subject matter  
13 that gave rise to California Insurance Guaranty Association v. United States, Northern District of  
14 California case number C 03-01451 and Shenia Chavers v. United States, Northern District of  
15 California case number C 03-02120, including any future claim for wrongful death.

16 4. This stipulation for compromise settlement shall not constitute an admission of  
17 liability or fault on the part of the United States, its agencies, agents, servants, or employees, and  
18 is entered into by the parties for the purpose of compromising disputed claims and avoiding the  
19 expenses and risks of litigation.

20 5. This Agreement may be pled as a full and complete defense to any subsequent  
21 action or other proceeding involving any person or party which arises out of the claims released  
22 and discharged by the Agreement.

23 6 It is also understood by and among the parties that, pursuant to Title 28, United  
24 States Code, Section 2678, attorneys' fees for services rendered in connection with this action  
25 shall not exceed 25 percent of the amount of the compromise settlement.

26 7. Payment of the settlement amount to Plaintiff Chavers will be made by a check  
27 drawn on the Grant Northern Insurance Company for thirteen thousand dollars and no cents  
28 (\$13,000.00) and made payable to Shenia Chavers and the Law Offices of Jaynelle Bell.

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1           8. In consideration of this Agreement and the payment of the foregoing amounts  
2 thereunder, Plaintiff Shenia Chavers agrees that upon notification that the settlement check is  
3 ready for delivery, she will deliver to Defendant's counsel a fully executed Notice of Dismissal  
4 with prejudice of Shenia Chavers v. United States, Northern District of California case number  
5 C 03-02120. Upon delivery of the Notice of Dismissal, Defendant's counsel will release the  
6 settlement checks to Plaintiff's counsel or her agent

7           9. Plaintiff has been informed that payment will be made within ~~sixty~~ *ten* days of full  
8 execution of the settlement agreement and the delivery of a completed Form W-9 (Request for  
9 Taxpayer Identification Number and Certification).

10          10. The parties agree that should any dispute arise with respect to the implementation  
11 of the terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue her  
12 original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the  
13 Agreement in district court. The parties agree that the district court will retain jurisdiction over  
14 this matter for the purposes of resolving any dispute alleging a breach of this Agreement.

15          11. Plaintiff hereby releases and forever discharges the United States and any and all  
16 of its past and present officials, employees, agencies, agents, attorneys, their successors and  
17 assigns, from any and all obligations, damages, liabilities, actions, causes of action, claims and  
18 demands of any kind and nature whatsoever, whether suspected or unsuspected, at law or in  
19 equity, known or unknown, arising out of the allegations set forth in the pleadings in California  
20 Insurance Guaranty Association v. United States, Northern District of California case number  
21 C 03-01451 and Shenia Chavers v. United States, Northern District of California case number  
22 C 03-02120.

23          12. The provisions of California Civil Code Section 1542 are set forth below:

24               "A general release does not extend to claims which the creditor does not know or  
25 suspect to exist in his favor at the time of executing the release, which if known  
by him must have materially affected his settlement with the debtor."

26 Plaintiff, having been apprised of the statutory language of Civil Code Section 1542 by her  
27 attorneys, and fully understanding the same, nevertheless elects to waive the benefits of any and  
28 all rights she may have pursuant to the provision of that statute and any similar provision of

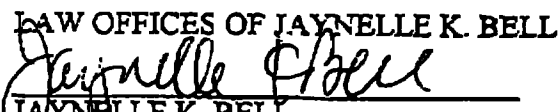
1 federal law. Plaintiff understands that, if the facts concerning Plaintiff's injuries and the liability  
2 of the government for damages pertaining thereto are found hereinafter to be other than or  
3 different from the facts now believed to be true, the Agreement shall be and remain effective  
4 notwithstanding such material difference.

5 13. This instrument shall constitute the entire Agreement between the parties, and it is  
6 expressly understood and agreed that the Agreement has been freely and voluntarily entered into  
7 by the parties with the advice of counsel, who have explained the legal effect of this Agreement.  
8 The parties further acknowledge that no warranties or representations have been  
9 made on any subject other than as set forth in this Agreement. This Agreement may not be  
10 altered, modified or otherwise changed in any respect except by writing, duly executed by all of  
11 the parties or their authorized representatives.

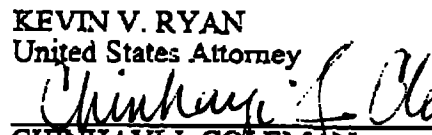
12  
13 Dated: August 3, 2005

  
SHENIA CHAVERS  
Plaintiff

15  
16 Dated: August 3, 2005

LAW OFFICES OF JAYNELLE K. BELL  
  
JAYNELLE K. BELL  
Attorney for Plaintiff Shenia Chavers

18  
19 Dated: August 4, 2005

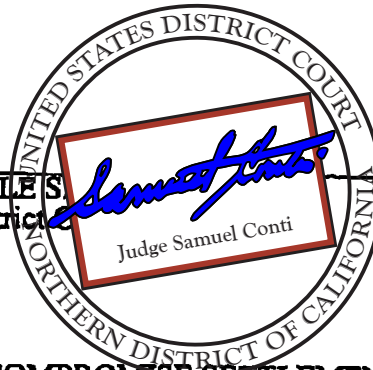
KEVIN V. RYAN  
United States Attorney  
  
CHINHAYI J. COLEMAN  
JONATHAN U. LEE  
Assistant United States Attorneys  
Attorneys for Defendant

23  
24 ~~PROPOSED~~ ORDER

25 APPROVED AND SO ORDERED.

26 Dated: 8/5/05

27  
28 THE HONORABLE S.  
United States District



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